

AGREEMENT

BETWEEN

THE CITY OF LECLAIRE

AND

**THE CITY OF LECLAIRE, IOWA, PUBLIC SAFETY ASSOCIATION/CHAUFFEURS,
TEAMSTERS & HELPERS
LOCAL 238, AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

DATED: JULY 1, 2007 - JUNE 30, 2008

**ALL FULL AND PART-TIME SWORN POLICE OFFICERS OF THE CITY OF
LECLAIRE, IOWA, EXCEPT THOSE SPECIFICALLY EXCLUDED BY CHAPTER
20 OF THE IOWA CODE, ARE HEREBY COVERED UNDER THE TERMS AND
CONDITIONS OF THIS AGREEMENT AS OF THE ABOVE-REFERENCED DATES.**

**FINAL CONTRACT
APPROVED: MARCH 5, 2007
RES. #07- 23**

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1 **ARTICLE I**

2
3 **AGREEMENT**

4
5 This Agreement, made and entered into this 1st day of July, 2007, pursuant to the provisions of Chapter 20 of the
6 Iowa Code, by and between the City of LeClaire (hereinafter referred to as the Employer) and the City of LeClaire,
7 Iowa, Public Safety Association, Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with the
8 International Brotherhood of Teamsters (hereinafter referred to as the Union.)

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ARTICLE II

RECOGNITION AND UNION SECURITY

Section 1 Bargaining Unit

The bargaining unit for the purpose of this agreement consists of all eligible Employees of the City of LeClaire, as certified in the Public Employment Relations Board Case Number 4352, and any amendments thereto. The Employer will not during the life of this Agreement meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement.

Employees excluded from the bargaining units are all other employees of the City of LeClaire and managerial, confidential, and temporary employees who work four (4) months or less throughout the year, unless mutually agreed to.

The Employer shall notify the Union prior to adding or deleting classifications. The Employer shall designate the job duties for new and any existing classifications. The wage shall be subject to negotiations up to and including binding arbitration. Upon request, the Union shall be provided with copies of all job descriptions within a reasonable time after the request.

Section 2 Union Activity

Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on City time, except as specifically authorized by the provisions of this Agreement.

Section 3 Discrimination and Harassment

The parties agree that their respective policies are consistent with the Code of Iowa and will not violate, discriminate, nor harass any employee covered by this Agreement because of age, race, sex, creed, color, national origin, ancestry, disability, partisan political affiliation, union or non-union affiliation.

Section 4 Dues Deduction

- A. Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the net pay due such employee those dues required as the employee's membership dues in the Union.
- B. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the Clerk of the City. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.
- C. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

1 D. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or
2 other forms of liability which may arise out of any action taken or not taken by the Employer for the
3 purpose of complying with the provisions of this Section.
4

5 E. No other employee organization shall be granted or allowed to maintain payroll deduction for employees
6 covered by this Agreement.
7

8 F. The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having
9 such deductions.
10

11 G. The union may adjust their dues structure to meet local needs. The Employer shall agree to implement
12 these changes within 30 days of notification.
13

14 **Section 5 Union Visitation**

15

16 Upon request, Union representatives will be allowed to meet with bargaining unit employees during the
17 employee's non-work time on the Employer's premises, provided suitable meeting facilities are available
18 and practical.
19

20 **Section 6 Contract Bargaining**

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22 Up to two (2) bargaining unit employees shall be allowed time off in order to attend contract bargaining
23 sessions. Employees shall be in pay status for all time spent attending such meetings held during their
24 regularly scheduled work hours.

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ARTICLE III

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 Definition

A grievance shall be defined as a dispute or disagreement between the City and the Association with regard to the interpretation or violation of any of the express written terms and provisions of this Agreement. New full and part-time employees shall serve a twelve (12) month probationary period during which time they may be terminated for any reason and shall not be entitled to use the grievance procedure. Grievances shall be processed in the following manner:

Section 2 Step 1

The employee shall orally submit said grievance to the Chief of Police for adjustment within five (5) calendar days after the date of occurrence of the event giving rise to the grievance. The Chief shall investigate the grievance and shall give his oral answer within a period of five (5) calendar days of submission of the grievance by the employee. The failure of the Chief to give an oral answer within five (5) calendar days, shall be deemed a denial of the grievance and the grievance may be appealed to the next step.

Step 2

If the grievance is not settled in Step One, the Association may present the grievance, in writing, to the City Administrator within seven (7) calendar days after the answer of the Chief of Police, or if no answer was given within seven (7) calendar days of when it was due, whichever occurs first. The grievance shall be signed by the Association and the employee and shall state specifically the facts of the alleged violation of the specific provisions of this Agreement allegedly violated. The City Administrator shall investigate the grievance and issue a decision in writing within a period of seven (7) calendar days of receipt of the grievance from the Association. The failure of the City Administrator to issue a decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step 3

If the grievance is not settled in Step Two, the Association may appeal the grievance, in writing, to the Federal Mediation and Conciliation Service, (FMCS), for review and consideration by a mediator, within seven (7) calendar days after the answer of the City Administrator, or if no answer was given within seven (7) calendar days of when it was due, whichever occurs first. The request for appeal to mediation shall be signed by the Association and the employee and shall state specifically the facts of the alleged violation of the specific provisions of this Agreement allegedly violated.

Step 4

If the grievance is not settled in Step Three, the Association may appeal the grievance to arbitration. The Association shall request arbitration by written notice submitted to the City Administrator within five (5) calendar days from the date that the mediator's decision was given, or if no decision was given, within five (5) calendar days of when it was due, whichever occurs first.

1 When a timely request has been made for arbitration, a representative of the City and the Association shall select a
2 mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to
3 agree upon the selection of an arbitrator within five (5) calendar days of the City's receipt of the arbitration notice,
4 the parties shall jointly request of the Federal Mediation and Conciliation Service to submit a list of five (5)
5 arbitrators.

6
7 Upon receipt of the list, the parties designated representatives shall determine by lot the order of elimination, and
8 thereafter each shall in that order alternately strike a name from the list and the fifth and remaining person shall act
9 as the arbitrator. The employer shall pay the employees involved in the investigation and settlement and arbitration
10 of the grievance their regular hourly rate of pay.

11 12 **Section 3**

13
14 The arbitrator selected shall schedule a hearing on the grievance and, after hearing such evidence as the parties
15 desire to present, shall render a written opinion and award within thirty (30) calendar days, unless an additional
16 extension of time is granted by the parties. The arbitrator shall have no authority to substitute the arbitrator's
17 decision for that of the City in any manner reserved by the City by Law or the terms of this agreement. The
18 decision of the arbitrator within the scope of the arbitrator's authority in cases not involving discipline or discharge
19 of an employee will only be advisory and shall not be binding upon the City. Settlement of a grievance may or may
20 not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the
21 award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than
22 six (6) months prior to the date of initiation of the written grievance in Step 1, however, any period of retroactivity
23 allowed shall not precede the date of this Agreement.

24 25 **Section 4**

26
27 The City and the Association shall share equally any joint costs of the arbitration procedure, such as the fees and
28 expenses of the arbitrator, the court recorder, if one is desired by the arbitrator, and the cost of a hearing room and
29 transcript. Any other expenses will be paid by the party incurring them.

30 31 **Section 5**

32
33 At all steps of the Grievance Procedure, after Step 1, failure of the City or the Association, to appeal a grievance to
34 the next step within the applicable terms specified above, shall bar an employee or the Association from appealing
35 the grievance further, and any such grievance shall be considered as abandoned and finally settled.

36 37 **Section 6**

38
39 The failure by the City to reply within the applicable time as specified above, shall be deemed a denial of the
40 grievance which may then be appealed to the next step in the procedure.

41 42 **Section 7**

43
44 Employees shall only be disciplined or discharged for cause. The grievance and arbitration procedure established
45 under this Article shall be the sole and exclusive method for contesting employee discipline or discharge.

1 **Section 8 Discipline and Discharge**

2
3 The parties recognize the authority of the Employer to suspend, discharge, or take other appropriate disciplinary
4 action against employees for just cause.

5
6 Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the
7 grievance procedure. The Employer shall not discipline an employee without just cause, recognizing and
8 considering the progressive disciplinary process, as listed below, where applicable. In lieu of discipline, the
9 employer may require employees to attend training sessions.

10
11 The normal disciplinary process and actions shall include only the following:

12
13 **ORAL REPRIMAND:** A reprimand given verbally. This reprimand may be documented and
14 temporarily placed in an Employee's personnel file. If after one (1) year the infraction has not reoccurred,
15 the oral reprimand will no longer be considered in any progressive disciplinary action and any and all
16 documentation or references thereto will be removed from the Employee's personnel file.

17
18 **WRITTEN REPRIMAND:** A reprimand documented in writing. This reprimand will be placed in the
19 employee's permanent personnel file and will become a part of the Employee's permanent record. A copy
20 of the reprimand will be given to the Employee involved.

21
22 **SUSPENSION:** Time off without pay or benefits for a period not to exceed thirty (30) working days as
23 determined by the Employer. The suspension shall include loss of up to thirty (30) days of seniority as
24 determined by the Employer.

25
26 **DEMOTION:** The change of an employee from one rank to another rank having either a lower
27 entrance rate of pay, a lower maximum rate of pay, or a lower pay grade.

28
29 **DISCHARGE:** Dismissal from employment with loss of all pay and benefits unless otherwise stated in
30 this Agreement.

31
32 "Except as the seriousness of an offense in the opinion of the employer shall otherwise require, discipline shall be
33 progressively applied."

34
35 The employer will provide notice to the Association President and the affected Employee of any disciplinary action
36 imposed upon the Employee within three (3) working days of the time such action is taken.

37
38 Any accrued but unused time off, (such as vacation, leisure, or comp-time), may not be used during the time when
39 an employee has been suspended.

40
41 **Section 9 Exclusion of Probationary Employees**

42
43 Notwithstanding Section 8 above, nor any other provision(s) of this Agreement, the termination of probationary
44 employees shall not be subject to the grievance procedure.

1 **Section 10 Exclusion of Grievant**

2
3 The aggrieved employee is entitled to be present at all steps of the grievance procedure.
4

5 **Section 11 Exchange of Information for Processing Grievances**

6
7 The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding
8 grievances involving the Union, employees, and the Employer, prior to arbitration.

1 **ARTICLE IV**

2 **SENIORITY**

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5 **Section 1 Definition**

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7 Seniority means an employee's length of continuous service with the Employer since his/her date of hire.

8
9 In the event two (2) employees have the same original date of employment, seniority of one as opposed to the
10 other shall be determined by the last four (4) digits of the social security number with the employee having the
11 lower last four (4) digits of the social security number being considered as having the greater seniority.

12
13 An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or
14 retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall
15 retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of one (1)
16 year unless, in the case of an injury, it can be medically verified that the employee will return to full employment
17 status within a maximum period not to exceed two calendar years after the first date of absence. A period of
18 absence of more than one (1) (or two (2) years in those cases specified above) shall represent a break in continuous
19 service.

20
21 Management will be required to apply seniority as defined above only as specifically provided in this contract and
22 subject to any limitations set forth in any particular article or section of this contract.

23
24 **Section 2 Seniority Lists**

25
26 The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists
27 shall be updated semiannually and contain each employee's name, classification and seniority date. A copy of the
28 seniority list shall be furnished to the Union at the time of posting.

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30 Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date
31 shall be presumed correct.

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ARTICLE V

LAYOFF PROCEDURE

Section 1 Application of Layoff

When a layoff is necessary, the Employer shall provide thirty (30) days notice. Layoffs will be determined based upon seniority within the department. For the purposes of this Article, "department" is defined as the Police Department. No full time employees shall be laid off until all part-time employees within the department are laid off. Layoffs among full-time employees shall begin with the least senior person in the department.

All level I through III classified employees (as defined in the City's "Human Resources Guidelines" manual), shall initially be exempt from said reduction(s).

Section 2 Recall

No full-time, part-time, or temporary employees shall be hired into the department until all employees on layoff in the department have been recalled. Recall shall be by seniority with the most senior first. Employees may be bypassed for recall if they don't meet the minimum qualifications, (i.e. meeting minimum State of Iowa requirements), of the position to be offered. Order of filling vacancies shall be by recall. Notification of recall shall be by "certified, return receipt mail" to the employee's last known address. If an employee fails to accept recall within two (2) weeks the employee shall forfeit his/her recall rights. The recall rights spelled out in this section shall apply for a period no longer than eighteen (18) months after an employee is laid off.

Section 3 Minimum Qualification

Upon the receipt of a written request from a full-time employee who has been laid off, the Employer will "sponsor" that employee to the extent necessary so that the employee may participate in those training & testing programs necessary to maintain the status of any minimum qualifications as provided for under the Code of Iowa. The employee will not be in any form of pay status or covered by any City insurance coverages while undertaking any training or testing pursued under this section. The Employee is responsible for paying for and for properly preparing themselves for any such training or testing and the Employer is not obligated to provide any such preparation. The Employer's obligations under this section will be for a period no longer than eighteen (18) months after an employee is laid off.

The Employer specifically retains the right to choose which training & testing programs will be administered and will "sponsor" an employee only once for each training & testing program.

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ARTICLE VI

PROMOTIONS AND TRANSFERS

Section 1 Application of Transfer

The Employer shall post for five (5) working days on all bulletin boards all bargaining unit openings which the Employer desires to fill. The posting shall include classification, assigned hours, rate of pay (as listed on the job description), work location, days off, work days, job duties, and minimum qualifications for the position. Employees shall notify the Police Chief and the City Administrator within the posting period of their desire to fill the position. The Employer shall select from the applicants the most senior applicant who meets the minimum qualifications. The position shall be filled within five (5) working days of the close of the posting. Order of filling bargaining unit openings shall be as follows: Full Time, Part-time, Temporaries, New-hires. After the initial posting, all subsequent openings shall be posted.

Section 2 Application for Promotion

The Employer has the express right to promote any employee from within the department to a higher classification and any such promotion is not subject to the grievance and arbitration procedures enumerated in Article 3.

Section 3 Reversion

If at any time within a three (3) month period from the date of promotion the promoted Employee or the Employer feel that the Employee cannot meet the minimum qualifications or perform the duties of the position, the Employee shall have the right to revert to his/her previously held position. In the event the employee reverts or is reverted all promotions which have ensued in the intervening months shall be reversed.

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ARTICLE VII

HOURS OF WORK

Section 1 Work Schedules

Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work week. Whenever possible the Employer will establish work schedules which allow for two (2) consecutive days off during the work period.

It is understood and agreed that the Employer shall have the right to determine the daily and weekly work schedules of all employees and to reduce, extend or maintain the hours of work of such employees, and that the employees shall be required to work as scheduled by the Employer. It is further understood and agreed that such work schedules may be changed by the Employer from time to time in order to meet the City's requirements, provided, however, that any affected employees shall be given thirty-six (36) hour prior notice of a change in such employee's work schedule. If such notice is not timely provided, the employee shall be paid at the employee's overtime rate for all hours worked from and after the effective change in the employee's work schedule until the employee's next regularly scheduled work shift.

Conditions and Limitations.

- (1) Employees shall not be required to work more than twelve (12) consecutive hours in a twenty-four (24) hour period except in the case of an emergency or upon the voluntary agreement of the employee.

Employees may be allowed to switch work schedules with supervisory approval, except in instances where the revised work schedules would create, or cause the Employer to pay, unnecessary overtime.

Section 2 Flex Time

Where practical and feasible as reasonably determined by management, with consent of the employee, hours and schedules for bargaining unit employees may include:

1. Variable starting and ending time.
2. Other mutually agreeable flexible hour concepts, such as compressed work weeks, etc.

Section 3 Overtime

A. Definitions:

1. Overtime - Time that an employee works in excess of forty (40) hours per work period.
2. Work Period - A regularly reoccurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.
3. All paid time will be considered as hours of work for the purpose of computing overtime.

1 B. Overtime Compensation

2
3 Overtime shall be compensated at a rate of one and one-half (1-1/2) times the employee's hourly
4 pay and applicable shift differential for actual overtime hours worked. Payment shall be made in
5 either cash or compensatory time as follows:
6

- 7 1. The decision to pay overtime in cash or compensatory time rests with the employee, except
8 when overtime pay is mandated pursuant to any grant requirement or funding source other
9 than the City.
10
11 2. Compensatory time can only be accumulated up to 240 hours; any hours over 240 hours
12 will be paid out in cash.
13
14 3. A request can be made by the employee for a pay-out in cash of any accumulated
15 compensatory time. There must be at least a two (2) week notice to the personnel office
16 and the money will be included in the next regular pay check following the two week
17 notice period.
18
19 4. Compensatory time may be carried over into a new fiscal year.
20
21 5. Compensatory time off may be granted at the request of the employee, consistent with the
22 staffing needs of the City, whenever possible.
23
24 6. If a change in the posted schedule becomes necessary as the result of granting a comp-time
25 off request, the Employee shall submit their comp-time request on the appropriate request
26 forms to their respective supervisors no less than five (5) working days prior to the
27 proposed beginning date of their comp-time off.
28

29 C. Scheduling of Overtime

30
31 The Employer will, as far as practicable, distribute overtime on an equal basis among those
32 included employees in that classification assigned to the work unit who normally perform the work
33 involved.
34

35 Overtime opportunities shall be accumulated and offered overtime not worked shall be considered
36 time worked for purposes of overtime distribution.
37

38 D. Pyramiding Prohibited

39
40 Payment of overtime at a rate of one and one-half, (1-1/2), times, shall not be compounded or paid
41 in addition to any other rate paid for work incurred during the same work period.
42

43 There shall be no duplication or pyramiding of any pay provided for under the provisions of this
44 Agreement for the same hours worked.
45

46 **Section 4**

Separation

1
2 Upon separating from City service, employees shall be paid for any unused earned compensatory time.
3 Upon the death of an employee, payment for any unused, earned compensatory time shall be made either to
4 the employee's beneficiary or estate.
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8 **Section 5 Meal Periods**

9
10 Police Officers will be granted a paid one-half (1/2) hour meal period. Employees will receive two (2)
11 fifteen minute paid rest periods per day.
12

13 **Section 6 Call-Back Time**

14
15 Whenever a full-time, hourly employee is "called-back" into service other than during their regularly
16 scheduled hours, he/she shall receive pay at the rate of 1 1/2 times his/her normal pay rate with a minimum
17 of one (1) hour, regardless of whether or not the employee works in excess of forty (40) hours during that
18 work period. For computing hours worked under this condition, the employee will be paid from the time
19 they are notified until they are again free to resume any unrestricted activity or return back home,
20 whichever is applicable. The employee agrees to be at the site of the incident within thirty (30) minutes
21 from the time they are notified. Whenever an employee is called back to work on a holiday, that employee
22 shall be paid at the same rate as any other call-back situation. So there is no misunderstanding, an employee
23 shall not receive the call-back pay premium and minimum of one (1) hour if he/she is called back solely to
24 correct a mistake made by him/her (which requires immediate correction) or perform a duty or function
25 he/she failed to perform during paid hours of work. They shall only be paid at their regular rate of pay for
26 hours actually worked.
27

28 The employee shall use the back of his/her "Request For Additional Compensation" sheet to record the "in
29 and out" under this condition and shall be eligible for this pay only upon the approval of the Police Chief
30 and the City Administrator.
31

32 If a full-time, hourly employee is "called-back" into service, he/she shall also fill out, in full, a "Request For
33 Additional Compensation" sheet and attach the sheet to his/her regular timesheet prior to the end of the
34 work period. Failure to do so may delay processing of said compensation until the following pay period.
35

36 **Section 7 Standby**

37
38 Whenever employees are required to "standby" and to remain available via pager or telephone, for work on
39 days or at times other than their normally scheduled workdays or times, those employees shall be paid at
40 the rate of two (2) hours of regular pay per standby workday or any fraction thereof, in addition to any
41 other compensation due the employee.
42

43 An Employee shall be considered on "standby" if scheduled or if requested to do so by the Police Chief, the
44 City Administrator, Mayor, City Council, or an immediate supervisor.
45

46 If an employee is scheduled to standby or is requested to do so, he/she shall fill out, in full, a "Request for
47 Additional Compensation" form and attach the form to his/her regular timesheet prior to the end of the pay

1 period. Failure to do so may delay processing of said compensation until the following pay period.
2

3 If an employee is "called-back" to work while on "standby" he/she shall be paid according to the "call-back
4 time" provisions specified herein in addition to receiving his/her "standby" pay.

5 If an employee is requested or scheduled to "standby" during a workday within which he/she was originally
6 scheduled to work, the standby provisions shall begin immediately following the end of his/her work
7 period.
8
9

10 An employee shall not be scheduled for "standby" status for more than a seventy-two (72) hour period at
11 any one time and not more than two (2) times during any one (1) calendar month, however, under "Civil
12 Emergency" situations, as defined in Chapter 36, Section 36.01 of the City Code of LeClaire, employees
13 may be required to "standby" on an unscheduled basis for more than the above-stated maximums.
14

15 For the purposes of this section, "Standby Workday" shall mean the twenty-four hour period(s) or any
16 fraction thereof beginning when an employee starts his/her "standby time". (i.e. 3:00 p.m. Friday to 3:00
17 p.m. Saturday equals one "standby workday").
18

19 **Section 8 After Hours Emergency Contact Pay**

20

21 From time to time authorized City officials may have a need to contact the Sergeant of Patrol during
22 off-duty hours for the purpose of conducting official City/Police business. Accordingly, the Sergeant
23 of Patrol agrees that in exchange for carrying a pager and/or other communication device(s) during
24 off-duty hours, the Sergeant will, by way of compensation, be granted the use of a City-owned
25 vehicle, if otherwise available within the police fleet, subject to the provisions contained in Section
26 6.10 of the LeClaire Human Resources Guidelines Manual and A.P.D. #94-02, dated April 13, 1994.
27 This provision shall terminate upon the expiration of the current Agreement between the City and the
28 Union; however, it is understood and agreed that this matter may be subject to re-negotiation at the
29 request of either party at that time.

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ARTICLE VIII

WAGE AND FRINGE BENEFITS

Section 1 Base Wages

- A. On the first day of the pay period that includes July 1, 2007, all employees within the bargaining unit shall receive base wages pursuant to the following pay grade schedule:

<u>CLASSIFICATIONS</u>	<u>PAY GRADE</u>	<u>CONTRACT YEAR '08 WAGE LEVELS</u>
SERGEANT OF PATROL	1	\$22.96
POLICE OFFICER FIRST CLASS (WITH A MIN. OF FOUR (4) YEARS OF CITY SERVICE)	2	\$19.31
FULL TIME, NON-PROBATIONARY, POLICE OFFICER WITH MINIMUM 2 YEARS OF CITY SERVICE	3	\$18.52
FULL TIME, NON-PROBATIONARY, POLICE OFFICER WITH MINIMUM 1 YEAR OF CITY SERVICE	4	\$17.76
NEW HIRE, FULL TIME, PROBATIONARY, POLICE OFFICER, WITH MINIMUM OF TWO YEARS OF F.T. LAW ENFORCEMENT EXPERIENCE AND ACADEMY CERTIFIED.	5	\$16.41
NEW HIRE, FULL TIME, PROBATIONARY, POLICE OFFICER, NOT MEETING REQS. ABOVE	6	\$15.30
PART-TIME POLICE OFFICER	7	\$14.44

- B. Employees covered by the provisions of this Agreement shall be compensated in accordance with their assigned job classification, years of City service and qualifications, as listed above.
- C. Pay checks shall be issued no later than each Friday. In the event Friday is a non-work day, paychecks shall be issued the preceding work day.
- D. The Employer agrees to make payroll deductions for employees for any reasonable purpose.
- Employees shall be required to fill out a form with the Employer to enact a payroll deduction.
- E. Police officers shall receive a shift differential of \$0.45 per hour for all scheduled hours worked other than hours worked in other than call back and designated over-time situations and hours worked during the "day shift" as designated by the Employer.

1 **Section 2 Longevity Pay**

2
3 The City of LeClaire recognizes long and faithful service and the value of the skill, knowledge, and judgment
4 gained through years of experience. As such, all full-time employees shall be given an annual bonus payment on
5 each of the employee's seniority date anniversaries in accordance with the following schedule:
6

7 **Years of**
8 **Service**
9
10 5th through 9th **Amounts**
11 10th and beyond \$300.00
12 \$350.00

13 **Section 3 Leisure Days**

14
15 Beginning after six (6) months of continuous, full-time employment, full-time employees shall accrue leisure time at
16 the rate of eight (8) hours for every two (2) months of continuous employment. Effective on the first January 1st
17 after an employee becomes is eligible to accrue leisure time, and every January 1st thereafter, the Employee shall be
18 credited with forty-eight (48) hours of leisure time. Employees may accrue up to a maximum of seventy-two (72)
19 hours of leisure time.
20

21 Leisure time shall be taken in not less than one-half (½) hour increments.
22

23 If a change in the posted schedule becomes necessary as the result of granting a leisure time off request, the
24 Employee shall submit their leisure time request on the appropriate request forms to their respective supervisors no
25 less than five (5) working days prior to the proposed beginning date of their leisure time off, except in "emergency"
26 situations where the giving of such advance notice is not practical.
27

28 Employees may take up to a maximum of forty-eight (48) hours of leisure time off as additional time off in
29 connection with vacation. If a holiday falls within this combined period, it shall be treated as a holiday falling
30 during a vacation. Any combination of time off (vacation, leisure, or comp. time), may not exceed four (4)
31 consecutive weeks in length.
32

33 Unused leisure time that is not used by December 31st of each year may be paid out to employees upon their
34 request at the first payroll period in January of each year. Employees may elect, however, to receive payment for
35 unused leisure time at the last payroll period in December of each year. Employees shall be paid for any
36 accumulated, unused leisure time in excess of a maximum of seventy-two (72) hours if they would exceed this
37 number when granted new leisure time effective each January 1.
38

39 Immediately prior to an Employee leaving the employ of the Employer, the Employer shall calculate the amount of
40 prorated, technically accrued leisure time the employee has not used. Employees resigning in good standing or
41 retiring from City service shall be paid at their regular rate of pay for any prorated, technically accrued, unused
42 leisure time or they may elect to use this leisure time to provide for an early retirement when used in conjunction
43 with accrued vacation time and approved by the City Administrator.
44

45 Employees who are terminated by the Employer shall not receive payment for prorated technically accrued, unused
46 leisure time. In the event that an employee leaving City service for any reason has used more leisure time during

1 the current year than he/she has technically accrued to that point, the amount used beyond what was technically
2 accrued will be subtracted from the Employee's final paycheck.

3
4 Definition. The term "emergency" as used in this Section means a sudden or unforeseen occurrence or condition
5 that calls for immediate action.

6 7 **Section 4 Health Insurance Package**

8
9 Upon the first day of the month following the date of employment, full time and part-time employees shall be
10 eligible to participate in the major medical, hospitalization, surgical, and dental plans. This shall be known as the
11 health insurance package. The Employer shall bear the full premium cost of the health insurance package for
12 eligible full-time employees and their dependents. The employee shall pay only the first \$400 (single) and \$500
13 (family) of expenses incurred under the health insurance package each calendar year. The Employer and/or
14 insurance company shall pay or reimburse 100% of the remainder of insurable expenses incurred under the health
15 insurance package each calendar year. In order to receive reimbursement, the Employee shall:

16
17 a) fill out a claims voucher form

18
19 b) submit the insurance company's statement of benefits form with the completed claims voucher
20 form to the City Clerk by 10:00 a.m. on any Monday.

21
22 (For the purpose of this section, "insurable" will mean the listed, insurable coverages, subject to stated policy
23 maximums as spelled out in the Employer's group insurance policy statement.)

24
25 The Employer shall only be liable for payment up to and including the stated policy maximums on each of the four
26 (4) components of the health insurance package, provided however, if an employee is charged more than the
27 U.C.R. amount for insurable coverages, the Employer will reimburse the employee for the amount that the
28 insurance company will not reimburse the employee for.

29
30 The Employer shall retain the current coverage levels of the four (4) components of the health insurance package,
31 shall not unilaterally implement cooperation clauses, and shall not make any other changes in the administration of
32 the health insurance package during the term of this agreement or any successor agreement, unless specifically
33 negotiated.

34
35 Any statement of benefits form bearing treatment dates from the previous calendar year shall only be honored up to
36 the second Monday in February of the next calendar year and the amounts charged will not be used in the
37 calculation of the out of pocket expenses for that current calendar year.

38
39 Part time employees shall be allowed to purchase the single or the family health insurance package or any
40 component combination thereof through an approved payroll deduction plan.

41
42 In the event a full-time employee has a work/non-work related injury, disease, or debilitating illness (including
43 pregnancy), the Employer will continue to pay the premium cost of the health insurance package, the life insurance
44 and accidental death and dismemberment insurance, and the short term/long term disability insurance until such
45 time as that person is no longer employed by the Employer or for a period not to exceed one calendar year after the
46 work/non-work related injury, disease, or debilitating illness (including pregnancy) occurred, whichever is shorter.

47
48 Any employee who leaves the employ of the Employer shall be allowed to purchase coverage under the single or

1 the family health insurance package or any component combination thereof for a length of time not to exceed that
2 allowed by C.O.B.R.A., provided however that an employee who has retired with 10 or more years of service
3 shall be allowed to purchase coverage under the single or the family health insurance package or any component
4 combination thereof with no limitation on the length. The person shall be responsible to pay only the first \$400
5 (single) or \$500 (family) of expenses incurred under the health insurance package each calendar year.
6

7 In the event that an employee has family health and /or dental insurance coverage through another provider (i.e.,
8 spouse, divorce order, private source, etc.) in addition to the City provided family health and dental insurance, and
9 that other source pays a portion of the employees and/or eligible dependents health and/or dental claims throughout
10 the calendar year in an amount greater than or equal to two (2) times the City's annual deductible (as referenced
11 herein-above), then at the end of the calendar year the employee may provide documentation to the City of the
12 dollar value of the health and /or dental insurance claims paid by the other source and request that the City
13 reimburse the employee for the health/dental deductible amount paid by the employee to the City within that
14 calendar year.
15

16 **Section 5 Worker's Compensation Benefits (Work Related)**

17

18 In the event a work-related injury, accident, disease, or debilitating illness necessitates a full-time employee's
19 absence, one hundred percent (100%) compensation for the first three consecutive work days absence thereafter
20 shall be paid by the Employer after which time worker compensation benefits shall cover the remaining consecutive
21 days absent. In the event that worker's compensation insurance reimburses the employee for the first three (3) days
22 absent, the amount of the reimbursement will then be deducted from the employee's pay.
23

24 **Section 6 Short Term/Long Term Disability Insurance (Non-Work Related)**

25

26 A. In the event a full-time employee contracts a non-work related disease or debilitating illness (including
27 pregnancy), and is absent from work, for five (5) consecutive working days or more, the City shall pay the full-time
28 employee one hundred percent (100%) of their normal compensation retroactively for the first five (5) working
29 days absent and at seventy-five percent (75%) of their normal compensation for all remaining consecutive working
30 days absent up to a maximum of one hundred and eighty-two (182) days, (i.e. six (6) months). Long term disability
31 benefits are to be paid at sixty percent (60%). Any check(s) received by the employee from the short-term/long-
32 term disability insurance carrier shall be turned over to the City. The employee shall suffer no lapse in pay.
33

34 B. In the event a full-time employee has a non-work related injury and is absent from work, the City shall pay the
35 full-time employee 75% of their normal compensation for all remaining consecutive working days absent up to a
36 maximum of one hundred and eighty-two (182) days, (i.e. six (6) months). Long term disability benefits are to be
37 paid at sixty percent (60%). Any checks received by the employee from the disability insurance carrier shall be
38 turned over to the City. The employee shall suffer no lapse in pay.
39

40 For purposes of paragraphs A and B above, normal compensation shall be modified to include wage increases
41 when they occur.
42

43
44 Full-time employees who are on disability shall have return rights to the most previously held position for a period
45 of one (1) year from the date the employee went on disability. Such return period may be extended by mutual
46 agreement between the City and the employee.

Any employee hired to replace an employee on any Short or Long Term Disability leave is classified as "temporary" and retains a "temporary" classification until the return of the employee or upon termination of the employee on such leave.

Section 7 Life Insurance and Accidental Death & Dismemberment Plan

The Employer shall provide to all full-time bargaining unit employees a \$25,000 life insurance policy on the Employee, a \$5,000 life insurance policy on the spouse, and a \$5,000 life insurance policy on each child aged 14 days to 19 years (or until age 23 if a full-time student), and an accidental death and dismemberment policy which has the following plan:

<u>LOSS</u>	<u>AMOUNT **</u>
1. Loss of life	100%
2. Loss of one hand or foot by dismemberment or loss of the sight of one eye	50%
3. More than one of the above losses listed in #2 above	100%

**** NOTE: EXPRESSED AS A % OF THE AMOUNT LISTED IN THE POLICY SCHEDULE**

Section 8 Vacations

No employee will be allowed to take vacation pay in lieu of vacation leave except upon resignation or retirement as outlined below or as otherwise provided for herein.

Employees will be allowed to take vacation leave in block increments of not less than one (1) hour.

Employees will receive vacation leave in accordance with the following schedule:

1. All full-time employees having one (1) year or more but less than five (5) years of continuous City service, as of their respective seniority date anniversary, will be eligible for eighty (80) hours of vacation leave per year.
2. All full-time employees having five (5) years or more but less than ten (10) years of continuous City service, as of their respective seniority date anniversary, will be eligible for one hundred and twenty (120) hours of vacation leave per year.
3. All full-time employees having ten (10) years or more but less than fifteen (15) years of continuous City service, as of their respective seniority date anniversary, will be eligible for one hundred and sixty (160) hours of vacation leave per year.
4. All full-time employees having fifteen (15) years or more of continuous City service, as of their

1 respective seniority date anniversary, will be eligible for two hundred (200) hours of vacation leave
2 per year.
3

4 Vacation leave must be used between the time it is accrued (seniority date anniversary) and the employee's next
5 seniority date anniversary. Any accrued but unused vacation leave will not be paid for or allowed to be used unless
6 specifically granted by the City Council, City Administrator, or as otherwise provided for herein.
7

8 Accrued but unused vacation leave may be either paid for "in full" or used in conjunction with accrued and unused
9 "leisure days" to provide for an "early" retirement from City service. (These days may be used for early retirement
10 only upon approval of the City Administrator.)
11

12 Accrued but unused vacation leave will be paid for at the regular rate of pay if a full-time employee "resigns in
13 good standing", or is dismissed from the City service. Accrued and unused vacation leave will not be used during
14 any required "notice of resignation" time period to insure adequate employee coverage of activities.
15 Vacation leave will be administered as follows:
16

- 17 1. If a change in the posted schedule becomes necessary as the result of granting a vacation leave
18 request, the Employee shall submit their vacation leave request on the appropriate request forms to
19 their respective supervisors no less than five (5) working days prior to the proposed beginning date
20 of their vacation leave. If any vacation leave request is submitted less than five (5) working days
21 prior to the starting time of a vacation, the employee will forfeit his/her right to receive vacation
22 pay prior to the vacation leave.
23
- 24 2. Vacations, so far as possible, will be granted at times most desirable to the employees, but final
25 right to the allotment of the vacation period is exclusively reserved by the Police Chief. All vacation
26 periods must meet the Police Chief's approval.
27
- 28 3. If an observed holiday falls during an employee's vacation, or combined vacation and "leisure days"
29 time, the employee will not be charged a vacation day(s) for the day(s) of the holiday.
30
- 31 4. If an employee is requested to come back to work after his/her vacation period has begun, he/she
32 will be given the option of either being paid for the time worked during this period at the rate of
33 one and one-half (1-1/2) times their normal hourly rate, in addition to their vacation pay, or they
34 may elect to take the equivalent number of days off as additional vacation time, either at that time
35 or sometime later, but in no event shall this additional time be taken beyond the employee's next
36 seniority date anniversary unless prior approval is received from the City Administrator.
37
- 38 5. Any combination of time off, (vacation, leisure, or comp-time), may not exceed four (4) weeks in
39 length at any one time.
40
- 41 6. Vacation leave is granted to employees in the blocks as mentioned above only upon the anniversary
42 dates. Employees shall accrue no additional vacation between anniversary dates.
43
- 44 7. An employee shall not be required to attend any in-service training session scheduled during his/her
45 vacation leave.
46

1 **Section 9 Holidays**

2
3 The following will be considered as holidays for employees of the Employer:

- 4
5 1. New Year's Day.
6
7 2. Easter Sunday
8
9 3. Memorial Day.
10
11 4. Independence Day. (July 4th).
12
13 5. Labor Day.
14
15 6. Veteran's Day.
16
17 7. Thanksgiving Day.
18
19 8. Friday after Thanksgiving Day.
20
21 9. Christmas Day.
22
23 10. President's Day.
24

25 Police officers will observe holidays on the day on which they fall as spelled out above. Any such employee
26 working on said day will be paid in accordance with the provisions as outlined herein.

27
28 The holiday pay period will run from midnight to midnight of that day.

29
30 Any full-time employee who is required to work on a holiday will be paid for such holiday work at the rate of two
31 and one-half (2-1/2) times his/her normal rate of pay. Any part-time employee who is required to work on a
32 holiday will be paid for such holiday work at the rate of one and one-half (1-1/2) times his/her normal rate of pay.

33
34 (As a matter of City policy, part-time employees will work holidays whenever possible.)

35
36 Holiday pay for those eligible to receive it and who do not work the holiday will be paid for at the rate of eight (8)
37 regular hours times their respective hourly rates.

38
39 It is the policy of the Employer to provide time off for employees who wish to observe religious holidays of their
40 faith providing previous arrangements are made with the Police Chief establishing an alternative work time. If an
41 alternative work period cannot be arranged, an absence will be charged to their leisure days, vacation time, or to a
42 leave without pay.

43 A full-time employee will forfeit his/her right to payment for any holiday if he/she has an unexcused absence on the
44 last regular working day preceding the holiday or on the next regular working day following the holiday.

45
46 Employees not suspended or dismissed for good and just cause will only be paid for a holiday if they work both the
47 work day preceding and following the holiday unless absent for one of the reasons listed below:

1
2 1. On-the-job injury
3

4 2. Confining illness of the employee or treatment by a physician or dentist, substantiated by a written
5 statement from the attending physician or dentist.
6

7 3. Approved leave of absence verified by a "Request for Paid Absence" form duly signed.
8

9 Employees who fail to work part of the work day preceding and/or following a holiday, for reasons other than
10 those set out above, will receive holiday pay in an amount equal to the total number of hours worked on the day
11 before and the day after the holiday, divided by two (2) with a maximum of ten (10) hours paid for the holiday.
12

13 **Section 10 Travel and Lodging**
14

15 A. Mileage - The Employer agrees to reimburse any employee who is authorized and required to use
16 his/her personal automobile in the performance of his/her work for the Employer at the maximum
17 rate allowed by State law.
18

19 B. In-state and out-of-state travel, meals, and lodging will be in accordance with the existing
20 Employer rules.
21

22 **Section 11 Out-of-Class Pay**
23

24 In the event that an employee is specifically authorized in writing by the Employer to assumes 40% or more of the
25 duties of a higher classification in excess of two (2) consecutive weeks, the employee will receive the higher rate of
26 pay based on the classification of the duties being performed, retroactive to the first day the duties were assumed.

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ARTICLE IX

LEAVES OF ABSENCE

Section 1 Leave of Absence Without Pay

A request for an unpaid leave of absence shall be in writing, which shall include the beginning date, duration, and reasons for leaving. All requests must be submitted at least one (1) month prior to the leave of absence, except in extreme hardship cases, to the Police Chief and City Administrator. All leaves not addressed herein shall not be unreasonably denied.

All insurance benefits will be terminated at the end of the month following the month in which a leave of absence begins except in cases of leave of absence associated with work or non-work related accidental illness or accidental injury as otherwise noted herein. The employee may wish to continue the health plan premiums and dental plan premiums from his/her own financial resources during other leaves of absence. Employees on unpaid leaves of absence do not earn vacation time nor leisure day time.

If the employee does not return within three (3) consecutive work days after the leave has expired, it will be deemed that the individual has separated as though having quit their employment with the Employer.

A. Absence Without Leave

Any absence of an employee from duty, including any absence for a single day or part of day that is not authorized by specific grant of leave of absence under the provisions of this section, will be deemed to be absent without leave. Any such absence shall be without pay and may be subject to disciplinary action.

B. Maternity Leave

Pregnancy and recovery therefrom will be covered by accumulated "Leisure Days" or vacation leave before an employee is placed on an unpaid leave of absence. Maternity leave shall comply with all current Federal guidelines for such leave.

The employee requesting the maternity leave shall present a doctor's statement verifying when the employee's condition requires her to leave work and she will present a doctor's statement following the birth or miscarriage or other pregnancy disabilities as to when the employee is able to return to work.

A maternity leave of not more than twelve (12) weeks in conjunction with the birth or adoption of a new family member, shall be considered a reasonable purpose for an unpaid leave of absence and shall not be denied.

An employee hired to replace an employee on maternity leave is classified as "temporary" and retains a "temporary" classification until the return of the employee or upon termination of the employee on maternity leave.

C. Military Leave

1
2 The Employer will grant military leave in accordance with chapter 29A of the Iowa Code and any Federal
3 Regulations.
4

5 D. Medical Leave of Absence
6

7 Employees with at least one (1) year of seniority who have exhausted all other leaves will be granted an
8 unpaid leave of absence, not to exceed one (1) year provided the appropriate medical verification is
9 submitted.
10

11 E. Family and Medical Leave
12

13 Employees will be granted up to twelve (12) weeks of unpaid leave per calendar year, (12 month period),
14 for the birth of the employee's child, placement of a child with the employee for adoption or for foster care,
15 and in the case of a serious health condition where the employee must care for their spouse, child, or
16 parent. An employee on family medical leave will be returned to the previous or an equivalent position with
17 the same pay, conditions and benefits that he/she was receiving prior to taking family medical leave.
18

19 An employee must use any and all available, accrued leave prior to being place on unpaid family medical
20 leave. Employees cannot lose any accrued benefits because they go on family medical leave and shall
21 accrue seniority /service while on family medical leave. The Employer will maintain all current group
22 health coverage when the employee is on such leave.
23

24 Employees must give thirty (30) days advance notice to the Employer of the need to take unpaid family
25 medical leave when it is foreseeable for the birth or placement of a child for adoption or foster care, or for
26 planned medical treatment. When it is not practical under the circumstances to provide such advance
27 notice, (i.e. pre-mature birth, etc.), such notice must be given "as soon as practicable", but no later than
28 forty-eight (48) hours after the employee learns of the need for such leave.
29

30 The employee must provide a medical certification from a health care provider to support the request for
31 family medical leave.
32

33 **Section 2 Leaves of Absence (With Pay) and Compensation Method**
34

35 A request for a paid leave of absence shall be in writing, which shall include the beginning date, duration,
36 and reason for leaving.
37

38 All requests must be submitted at least one (1) month prior to the leave of absence, except in extreme
39 hardship cases, to the Police Chief and the City Administrator. Employees shall continue to accrue all
40 benefits during a paid leave of absence.
41

42 A. Convention and Meeting Leave
43

44 Attendance at conventions and other extended meetings and extended visits to other cities may be
45 considered providing such attendance is approved in advance by the Police Chief.
46

1 B. Abandonment of Position

2
3 Any employee who is absent from duty for three (3) consecutive workdays without notifying the Police
4 Chief will be deemed to have separated as though having quit their employment with the Employer.

5
6 Renewed employment will not be granted unless justifiable reason can be produced explaining the period of
7 absence.

8
9 C. Court Pay

10
11 All employees will be compensated for time spent appearing in court for Employer-related affairs if said
12 court appearance does not fall within an employee's regularly scheduled work time. Compensation for
13 court appearances will be a minimum of one (1) hours pay and that pay will be at the rate of one and one-
14 half (1-1/2) times their regular pay rate, regardless whether or not the employee works in excess of forty
15 (40) hours during that pay period. No additional compensation will be granted to personnel who are
16 already working at the time of their court appearance. Compensable time under this section will be
17 calculated from the time the employee "clocks in" at their work place, until they "clock out", or if they do
18 not report to their work place, from the time they leave to attend court until their appearance is finished
19 plus an additional thirty (30) minutes to accommodate any travel time necessary. Any request for
20 compensation under this section should be submitted on a "Request for Additional Compensation" form.

21
22 D. Jury and/or Witness Pay

23
24 All full-time employees shall be compensated for non-voluntary, non-work related, jury duty or witness
25 duty by payment of the difference between their normal salary and the fee (excluding meals and travel
26 reimbursements), received for such duty. When an employee serves such duty, the following procedures
27 must be followed in submitting their time for pay purposes:

- 28
29 1. Show only time actually worked during the week, not including time spent on jury or witness duty.
30
31 2. Submit on the back of the employee's timecard/sheet:
32
33 a. Dates jury or witness duty served.
34 b. Hours spent on jury or witness duty.
35 c. Amount of and proof of compensation for jury service only, not to include meal and travel
36 reimbursements.

37
38 E. Bereavement Pay

39
40 When a death occurs in the immediate family as defined herein, a full time employee, upon request, may be
41 excused for up to three (3) normally scheduled work days of a forty (40) hour workweek, during the three
42 (3) calendar days (excluding Saturdays, Sundays, and holidays) immediately following the date of death.
43 After making written application therefore, the employee shall receive pay for any normally scheduled
44 work days of work for which he/she is excused (excluding Saturdays, Sundays, and holidays.) ("Saturdays,
45 Sundays, or Holidays" are those days normally scheduled as days off, and are not necessarily confined to
46 these specific days.

1
2 In the event that additional time off is necessary, up to two (2) additional bereavement days shall be
3 granted by the City Administrator, provided the employee establishes the necessity for the additional time.
4

5 (Holidays are considered days off when an employee is not scheduled to work on that day.)
6

7 Immediate family is defined as, and limited to the employee's spouse, children, grandchildren, foster
8 children, step-children, parents, brother, sister, aunts/uncles, adopted children, step father/mother, step
9 brother/sister, son/daughter-in-laws, great grandparents, grandparents, brother/sister-in-laws, and
10 father/mother-in-laws.

11 When a death occurs in a part-time employee's immediate family as defined herein, the employee shall,
12 upon request, be excused from duty for up to three (3) scheduled work days. The employee may then elect
13 to make up the bereavement leave hours in order to prevent loss of pay.
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ARTICLE X

MISCELLANEOUS

Section 1 Work Rules and Existing Policies and Orders

The Employer agrees to establish reasonable work rules. Further, the policies contained within the "LeClaire Human Resources Guidelines" and departmental policies and orders, which are in effect and amended from time to time, shall continue to apply to all employees except when said policies or orders directly conflict with an express and specific provision of this Agreement.

Section 2 Labor-Management Meetings

Representatives of the Union and the Employer shall meet, if requested by either party, at least four (4) times annually at a mutually agreeable time, the purpose being to provide a forum for open communications between the parties. One (1) union-appointed employee may be in pay status while attending Labor-Management meetings.

Section 3 Access to Personnel Files

Employees shall have the right to inspect their personnel files during non-working hours. Inspections will be conducted only in the presence of the City Administrator. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

Section 4 Special Expenses

Upon direction and approval of the Employer, employees shall be reimbursed for registration fees, conference fees, banquet tickets, and other authorized expenses that are incurred in the performance of his/her duties as a City employee.

Section 5 Educational and Training Benefits

The Employer recognizes that education is a continuing process and it is implicit that additional professional training can result in improved daily performance and as such encourages the development of each employee to his/her fullest potential. The means of obtaining this goal is through education. Participation in and successful completion of special education programs in job-related courses will be considered in promotions and merit awards.

Employees are encouraged to develop and further their job skills and personal potential by participation in such programs. Evidence of successful completion in educational courses shall be filed by the employee with the Police Chief and made a part of the employee's personnel file.

To encourage development, the Employer will reimburse any employee for expenses incurred in obtaining approved educational courses which are related to the employee's present or future Employer job responsibilities, as determined by the Police Chief and/or City Administrator. Reimbursements shall be made in accordance with the procedures outlined below.

1 The employee must successfully complete the prescribed requirements of the course with a minimum of a "C"
2 grade and must reimburse the Employer for any advance payments in the case of withdrawal, receiving a grade less
3 than a "C", or voluntary termination prior to course completion.

4
5 (Educational-related reimbursements or costs may include tuition, material costs, and other directly-related
6 expenses, but will not include any salaries or mileage reimbursements.)

7
8 Prior approval must be given by the City Council for all reimbursable educational courses and related expenses
9 prior to their incurrence if they are expected to exceed \$100.00. All educational expenses shall have been
10 specifically appropriated in the department's budget for this purpose.

11
12 Any and all books or similar materials obtained during educational courses shall become the property of the
13 Employer. This procedure for obtaining this educational benefit is as follows:

- 14
15 1. Check with the Police Chief and the City Administrator as to budget status. (Receive approval.)
- 16
17 2. The City Council must pass and approve by resolution, either separately or under the consent
18 calendar, if the course and related expenses are expected to exceed \$100.00 in value.
- 19
20 3. Register for educational course.
- 21
22 4. Attend course. (Successful completion of the course(s) and presentation of evidence thereof to the
23 Police Chief.)
- 24
25 5. Submit and sign receipts and claims voucher to be eligible to receive reimbursements.

26
27 NOTE: Time spent in attendance at non-mandatory educational courses will not be paid for by the Employer and
28 will not interfere with an employee's regular work schedule.

29
30 The Employer accepts the responsibility for training all of its employees and hereby states that as a matter of
31 principle training is a part of every job, whether full-time or part-time and is necessary to assure high-quality
32 performance. With this, the following guidelines apply:

- 33
34 1. The Police Chief will select the training to be undertaken and assign the employee(s) to the training
35 as any other job assignment.
- 36
37 2. Transportation, subsistence, and tuition will be paid for or provided by the Employer as spelled out
38 in the existing Employer rules.
- 39
40 3. Training courses taken during regular working hours, the most desirable situation, will be paid for
41 as any other work assignment.
- 42
43 4. Mandatory, Employer-required training will be compensated in accordance with this contract.

44
45 Education reimbursement funds will be made available to each employee depending upon the availability of such
46 funds as determined each fiscal year by the City Council.

1 If funds are available and appropriated specifically for education (as opposed to training), each employee may
2 request a maximum reimbursement equal to the total amount appropriated for education within the entire fiscal
3 year budget divided by the total number of employees present at the time of the appropriation. Any appropriated,
4 but unexpended, education reimbursement funds remaining at the end of the fiscal year will be forfeited.
5

6 For purposes of this section, "Education" is defined as any non-required, voluntary, job-related, learning activity.
7 (Approved courses may also be of the correspondence type.) "Training" is defined as any required, job-related,
8 activity, that is intended to enhance the knowledge and abilities of the employee, not otherwise classified as
9 education.
10

11 **Section 6 Identification Cards**

12
13 All employees shall be required to carry with them at all times during working hours Employer-supplied
14 identification cards.
15

16 **Section 7 Time Sheets**

17
18 The Employer may not change an employee's time sheet arbitrarily.
19

20 **Section 8 Retention of Disabled Employees**

21
22 It is the policy of the Employer, in compliance with Federal Executive Orders and Public Laws, through a positive
23 and continuing program, to provide equal opportunity in employment for all qualified handicapped individuals.
24 The parties agree that reasonable job modifications may be necessary in order to retain the employee.
25

26 Any employment practices that involve, or will potentially involve a handicapped person or persons, shall be
27 performed in accordance with those provisions as spelled out in the Federal Register, Section 31, CFR Part 51.55,
28 dated October 17, 1983, as amended, and Public Law 101-336, dated July 26, 1990, as amended.
29

30 **Section 9 Performance Evaluation**

31
32 If the Employer intends to implement performance evaluations, both the form and procedure shall be negotiated
33 with the Union. All Bargaining unit employees are entitled to a fair and impartial performance evaluation.
34 Performance evaluations are subject to the grievance procedure.
35

36 **Section 10 Contracting**

37
38 When a decision is made by the Employer to contract or subcontract work which would result in the layoff of
39 bargaining unit members, the Employer agrees to a notification and discussion with the Union not less than sixty
40 (60) days in advance of the implementation.
41
42
43
44

45 **Section 11 Employee Assistance Program**

46

1 The Employer and the Union recognize the value of counseling and assistance programs to those employees who
2 have personal problems which interfere with the employee's efficient and productive performance of job duties and
3 responsibilities. Therefore, the Employer will provide an Employee Assistance Program (EAP) in order to aide
4 such employees. The Employer and the Union will encourage the employee to seek professional assistance when
5 necessary. The EAP is confidential.

6
7 Any information shared with the EAP will not be released to anyone without written consent of the employee.

8
9 An employee's participation in the EAP is separate from the disciplinary process and will not protect the employee
10 from disciplinary action due to poor job performance or rule infraction. Likewise, an employee's participation in
11 the EAP will not jeopardize the employee's career.

12
13 **Section 12 Physical Examinations**

14
15 The expense of any physical examination required by the Employer shall be paid for by the Employer.

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ARTICLE XI

HEALTH AND SAFETY

Section 1 Tools, Equipment, and Uniforms

The Employer agrees to furnish and maintain in a safe and useable working condition all tools, equipment, and uniforms, (including uniform footwear), required by the Employer to carry out the duties of each position, **EXCEPT** firearms and their respective holsters. (The Employer retains the right to designate the use of specific firearms, both on and off duty.) Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for tools, equipment, and uniforms furnished by the Employer. Any monies allocated for the furnishing of Employees with personal tools, equipment, uniforms, and uniform footwear and designated specifically for bargaining unit Employees will be distributed equitably by the Employer.

Section 2 Protective Vests

The Employer agrees to maintain in a safe and useable working condition Employee-supplied protective vests for all full-time employees. The employer further agrees to provide the full-time Employee with a "loaner vest" when a vest is taken out of service to be refurbished and maintained. Employees will be required to wear approved vests at all times while working.

1 **ARTICLE XII**

2
3 **NO STRIKE OR LOCKOUT**

4
5 The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the
6 duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives or members,
7 individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in
8 a strike against the Employer.
9

10 The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and
11 all employees who may be involved in such activity to return to work immediately and to refrain from such work
12 stoppage. The Union will make public statements in the mass media urging employees to immediately return to
13 work.
14

15 The Employer has the right to take any other action pursuant to Chapter 20.12 of the current Iowa Code.
16

17 No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

1 **ARTICLE XIII**

2 **GENERAL**

3
4 **Section 1 Retention of Benefits**

5
6 The Employer reserves the right to establish, publish, and amend reasonable work rules and policies from
7 time to time, provided, however, that any such rule or policy shall not conflict with the express terms of this
8 Agreement. At least twenty (20) days prior to the adoption and/or enactment of any such rule or policy, the
9 Employer agrees to provide the Union with a copy of the proposed policy or amendment for its review and
10 comment, and will, if requested, meet with the Union for the purpose of discussing it. If the Union is
11 aggrieved by the policy as finally adopted and enacted on the grounds that it conflicts with an express
12 provision of this Agreement, it may request the intervention of a State mediator in an effort to resolve the
13 matter.
14

15 **Section 2 Savings Clause**

16
17 In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by
18 operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article,
19 section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer
20 and the Union agree to immediately negotiate a substitute for the invalidated Article, section or portion thereof.
21

22 In the event the parties fail to agree on provisions for substitution within fifteen (15) days following the start of
23 negotiations, the parties shall submit the matter to arbitration pursuant to the process specified in Article III,
24 Section 2, Step 3.
25

26 Should any provision of the Agreement jeopardize the receipt by the Employer of any federal grant-in-aid funds or
27 their federal allotment of money, the provisions shall be deemed invalid. However, such invalidation shall not
28 invalidate the remaining portions hereof and they should remain in full force and effect. The parties shall
29 immediately renegotiate the invalid provisions or in the absence of an agreement, submit the matter to arbitration in
30 accordance with the procedure set forth herein in Article III, Section 2, Step 3.
31

32 **Section 3 Period of Agreement**

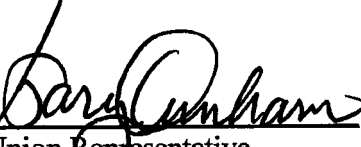
33
34 This Agreement shall be effective as of the 1st day of July 2007, and shall remain in full force and effect for a
35 period of one (1) year until the 30th day of June 2008, unless terminated or modified as here-in-before provided. If
36 either party desires to modify this Agreement, it shall submit written notice to the other before September 15,
37 2007, of its desire to begin negotiations. Negotiations shall then occur at such times as are mutually agreeable in
38 accordance with procedures under the Iowa Public Employment Relations Act.


MARCH 05 ^{ENC}

This Agreement is executed as of ~~February 19~~, 2007, to become effective as of the day and year first above written by the duly authorized representatives of the parties.


CITY OF LECLAIRE, IOWA
PUBLIC SAFETY ASSOCIATION/
CHAUFFEURS, TEAMSTERS AND
HELPERS LOCAL UNION 238,
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

CITY OF
LECLAIRE, IOWA

By: 
Union Representative
(Teamsters)

By: 
Mayor

By: 
Business Representative

By: 
Police Chief

By: 
City Administrator